

**USE BY SPECIAL REVIEW APPLICATION FOR SOLAR POWER  
PRODUCTION FACILITY**

WASHINGTON COUNTY DEPARTMENT OF PLANNING  
and ZONING | 150 Ash Ave Akron, CO. 80720  
[www.washingtoncounty.colorado.gov](http://www.washingtoncounty.colorado.gov) | 970-345-2701 | FAX 970-345-2702

**APPLICATION SUBMITTAL REQUIREMENTS CHECKLIST**

\_\_\_\_\_ Application form. (See attached).

\_\_\_\_\_ Application fee \$1000

**See attached regulations for the following**

\_\_\_\_\_ Project description

\_\_\_\_\_ Vertical drawing

\_\_\_\_\_ Survey prepared by a licensed surveyor or engineer

\_\_\_\_\_ Survey map from Item 11 subsection a - g

\_\_\_\_\_ Proposed lighting

\_\_\_\_\_ Fire control and prevention and emergency response plan

\_\_\_\_\_ Transportation plan

\_\_\_\_\_ List of property owners with mailing addresses within 1 mile of the outer boundaries of proposed site

\_\_\_\_\_ Reports on the following:

- a. Visual impact \_\_\_\_\_
- b. Wildlife impact \_\_\_\_\_
- c. Geotechnical impact \_\_\_\_\_
- d. Engineer's report \_\_\_\_\_
- e. Land use and water impacts \_\_\_\_\_
- f. An assessment of the impact on the immediate vicinity \_\_\_\_\_
- g. All studies required by other applicable laws and regulations \_\_\_\_\_

\_\_\_\_\_ Safety Standards

\_\_\_\_\_ Interconnection agreement or letter of intent with interconnecting utility company

\_\_\_\_\_ Bond (3.5 Million)

\_\_\_\_\_ Liability Insurance

\_\_\_\_\_ Decommissioning and Site Restoration Plan

\_\_\_\_\_ Complaint Resolution Procedures

\_\_\_\_\_ Road Agreement

\_\_\_\_\_ Road Access Permit

**RA** \_\_\_\_\_

\_\_\_\_\_ Address Request Application

**AD** \_\_\_\_\_

\_\_\_\_\_ Building Permit

**BP** \_\_\_\_\_

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\_\_\_\_\_ Building Permit Fees

\_\_\_\_\_ Unredacted copy of equipment manuals

\_\_\_\_\_ Application Review

\_\_\_\_\_ Public Hearings (P&Z date \_\_\_\_\_) (BOCC date \_\_\_\_\_)

\_\_\_\_\_ Proof of Certified letter mailings (date \_\_\_\_\_)

\_\_\_\_\_ Transfer or Sale (attach additional sheet) date of transaction \_\_\_\_\_



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The application will be reviewed in accordance with Washington County Solar Power Production Zoning Regulations

**Processing Time: 60 Days**

**SP#** \_\_\_\_\_

*If the application qualifies for administrative approval. If 30% or more surrounding property owners express concern, the Board of County Commissioners may conduct a public hearing before rendering a decision.*

**Application Fee:**

**If system produces less than 2 megawatts: \$1000 or the lesser of the County's actual costs in issuing**

**If system produces at least 2 megawatts: \$1000 or the actual costs in issuing the permit  
FEES**

Under 2 megawatts (\$1000 or actual which is less) \$ \_\_\_\_\_

At least 2 megawatts or more (\$1000 or actual cost/higher amount): \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

**Solar Power Production Facility or SPPF**

A utility on an area of land over one-half acre designated for the purpose of producing photovoltaic electricity with a nameplate capacity of over ½ megawatt (500,000 kilowatts) and includes, but is not limited to, an assembly of solar panels and solar equipment that convert sunlight into electricity and then stores and/or transfers that electricity. Solar Power Production Facilities may include mechanical buildings, transmission lines, and other uses that are typical to a SPPF, however offices and other commercial uses are prohibited.

**APPLICANT / AUTHORIZED AGENT** (Authorization must be included if there is an Authorized Agent)

Date of Application \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone # \_\_\_\_\_ Email \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Property Information (Attach additional sheets if necessary)

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Legal description as defined by the quarter/quarter section (Example: property located in SW1/4 of SW1/4 Section 2, Township 5 North Range 54 West)

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ 1/4Section \_\_\_\_\_

Current Zoning \_\_\_\_\_

Approximate location using existing County roads \_\_\_\_\_

Owner(s) of property(ies)(Attach additional sheets if necessary) \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Email: \_\_\_\_\_

I hereby certify that to the best of my knowledge the above information is true and correct.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Property Owner \_\_\_\_\_ Date \_\_\_\_\_

**Attach the following to application:** (see attached regulations for requirements of each of the following)

Description of facility and project \_\_\_\_\_

Vertical drawing

Survey prepared by a licensed surveyor or engineer

Proposed lighting

Fire control and prevention

Preliminary transportation plan

Survey map of federal, state, county and local area

List of property owners and mailing addresses within 1 mile of outer boundaries of proposed site

All required reports from section 11 subsections a - g of regulations

Decommissioning and Site Restoration Plan

Complaint Resolution Procedures

Completed Building Permit (attached)



**BUILDING PERMIT APPLICATION**  
**SOLAR POWER PRODUCTION FACILITY (SPPF)**  
**WASHINGTON COUNTY PLANNING & ZONING**

150 Ash Ave Akron, CO. 80720

Ph. (970) 345-2701 Fax (970) 345-2702

<https://washingtoncounty.colorado.gov>

Permit Number

**BP** \_\_\_\_\_

Date \_\_\_\_\_

Applicant Name/Developer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Land Owner \_\_\_\_\_ Phone \_\_\_\_\_

Legal Description:

\_\_\_\_\_

\_\_\_\_\_

Off of which county road or highway do you have access to your project? \_\_\_\_\_

**FEES**

**TOTAL VALUE OF COMPLETED PROJECT** \$ \_\_\_\_\_

**Health Care Fund:** Completed Value x 0.48 x 1.5% use tax \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

Signature \_\_\_\_\_

(Developer)

Date \_\_\_\_\_

Approved by: \_\_\_\_\_

(Commissioner Chairman)

Date \_\_\_\_\_

WASHINGTON COUNTY, CO  
SOLAR POWER PRODUCTION ZONING REGULATIONS

**PAGE 1**

**1. PURPOSE AND INTENT**

The purpose and intent of these Regulations is to establish standards and review procedures for applications for Solar Power Production Facilities (SPPF) in unincorporated Washington County, to protect the health, welfare, safety, and quality of life of the general public, to allow for development while protecting existing agricultural resources and rural character, and to ensure compatibility with land uses in the vicinity of these facilities.

**2. DEFINITIONS**

**GLARE**

The effect produced by light with intensity sufficient to cause annoyance, discomfort, or loss in visual performance and visibility.

**OPERATOR**

The person responsible for the overall operation and management of a solar energy project.

**OWNER**

The person who owns all or a portion of a solar energy project.

**PERIMETER**

The property lines for a lot, tract, or parcel upon which a Solar Power Production Facility is located.

**PHOTOVOLTAIC**

Materials and devices that absorb sunlight and convert it directly into electricity.

**SET BACKS**

All equipment and accessory structures associated with the small solar energy system shall be setback twenty-five (25') feet from side and rear property lines and fifty (50') feet from the right of way of any public or private road. All equipment and accessory structures associated with an SPPF shall be setback two hundred (200') feet from all property lines and at least one thousand (1,000') feet from any residentially zoned properties. The Planning Commission or Board of County Commissioners may determine that a greater or lesser setback would adequately protect adjoining land uses.

1. Setbacks shall be kept free of all above-ground structures and parking lots.
2. Setbacks shall not be required along property lines adjacent to other parcels which are part of the solar energy system; however, should properties be removed from the system, setbacks must be installed along all property lines of those properties remaining within the project which are adjacent to a parcel which has been removed.



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**SMALL SOLAR ENERGY SYSTEM**

An energy conversion system, operating as a principal land use, consisting of photovoltaic panels, support structures, and associated control, conversion, and transmission hardware occupying less than one-half acre of total land area or generating less than ½ a megawatt (500,000 kilowatts).

**SOLAR ARRAY**

A grouping of multiple solar modules with purpose of collecting or converting solar energy.

**SOLAR CELL**

Smallest basic solar electric device which generates electricity when exposed to light.

**SOLAR EQUIPMENT**

Items including a solar photovoltaic cell, module, panel, or array, or solar hot air or water collector device panels, lines, pumps, batteries, mounting brackets, framing and possibly foundations or other structures used for or intended to be used for collection of solar energy.

**SOLAR MODULE**

A grouping of solar cells with the purpose of collecting or converting solar energy.

**SOLAR PANEL**

The part or portion of a Solar Power Production System containing one or more receptive cells or modules, the purpose of which is to convert solar energy to electricity.

**SOLAR POWER PRODUCTION FACILITIES or SPPF**

A utility on an area of land over one-half acre designated for the purpose of producing photovoltaic electricity with a nameplate capacity of over ½ megawatt (500,000 kilowatts) and includes, but is not limited to, an assembly of solar panels and solar equipment that converts sunlight into electricity and then stores and/or transfers that electricity. Solar Power Production Facilities may include mechanical buildings, transmission lines, and other uses that are typical to a SPPF, however offices and other commercial uses are prohibited.

**TRANSMISSION LINE**

A power line carrying or distributing electricity generated by a SPPF to a point of interconnection on the public electrical grid system. Transmission Line, as defined herein, does not include transmission lines or other electric facilities built, owned, and operated by public utilities, as defined per C.R.S. 40-1-103.

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**3. APPLICABILITY**

- A. The substantive and procedural requirements of these Regulations shall apply to all SPPF that are proposed, operated, modified, or constructed in unincorporated Washington County.
- B. No modification or alteration, excluding regular maintenance and repair, to an existing SPPF shall be allowed without full compliance with these Regulations.

**4. PERMITS REQUIRED AND EXCEPTIONS**

- A. Permits Required. Except as set forth in Subsection B, below, no SPPF shall be constructed, reconstructed, or modified in unincorporated Washington County except pursuant to a Use by Special Review and Building Permit issued in compliance with these Regulations.
- B. Permit Exceptions. The placement or construction of a Small Solar Energy System shall be allowed as a use by right in the following locations:
  - 1. Lands that have been converted to roads, parking lots, runways, or similar uses, provided the conversion was not done for the specific purpose of rendering such lands eligible for placement of an SPPF.
  - 2. Rooftops of buildings.
  - 3. Property subject to substantial development restrictions to create a safe area for airport traffic, commonly referred to as an airport safety zone.
  - 4. Highway interchanges.

**5. APPLICATIONS FOR SPPFS**

An application for a Use by Special Review Permit for an SPPF shall include the following:

- 1. Name, address, and telephone number of the applicant and landowner and affidavit of agreement between landowner and facility owner, if any.
- 2. Address or other property identification of each proposed facility including existing use and acreage of parcel.



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SOLAR POWER PRODUCTION ZONING REGULATIONS

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3. A description of the facility and project including the area covered by the solar panels, and the make, model, a picture, and manufacturing specifications of the SPPF.
4. Vertical drawing of all SPPF equipment, showing total height, dimensions, colors, and locations of the SPPF.
5. A survey prepared by a licensed surveyor or engineer drawn in sufficient detail to clearly show the following:
  - a. Property lines, physical dimensions of the site, and the location, dimensions and types of existing structures and uses on the site.
  - b. Public roads and access roads.
  - c. Adjoining properties within 1,000 feet of the site including zoning designations or primary use of property, residences, schools, churches, hospitals, libraries, commercial, industrial, and agricultural structures within 2,000 feet of the site.
  - d. The proposed location, elevation, and total height of each structure.
  - e. Above- and below-ground utility lines on the project site.
  - f. Set back lines.
  - g. All other proposed facilities on the site including transformers, electrical lines, substations, storage or maintenance units, ancillary equipment or structures, transmission lines, and fencing.
6. Proposed lighting.
7. A detailed fire control and prevention and emergency response plan to coordinate with local emergency response providers.
8. A preliminary transportation plan describing ingress and egress to the proposed project site to deliver equipment and provide access during and after construction. Such plan shall describe any anticipated improvements to existing roads, bridges, or other infrastructure, as well as measures which will be taken to restore damaged or disturbed access routes following construction.
9. A survey map showing federal, state, county or local parks, recognized historic or heritage sites, identified wetlands, and important wildlife

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habitat and migration routes within three miles of the project site.

10. A list of property owners, with their mailing addresses, within 1 mile of the outer boundaries of the proposed site.
11. Reports on the following:
  - a. Visual impact. This shall include renderings of the site fully developed and demonstrating any visual impacts from surrounding properties, rights-of-way, and public property. Color photographs of the proposed site accurately depicting the existing conditions shall be included. The study shall also indicate the color treatment of the facility's components and any visual screening incorporated into the project that is intended to lessen visual prominence.
  - b. Wildlife impact. A study as required by Colorado Parks and Wildlife.
  - c. Geotechnical impact. This shall at a minimum include an analysis of soils engineering and engineering geologic characteristics of the site based on on-site sampling and testing, foundation design criteria for all proposed structures, slope stability analysis, grading criteria for ground preparation, cuts and fills, and soil compaction.
  - d. Engineer's report. No later than upon application for a building permit, an engineer's report shall be prepared by a professional engineer licensed in Colorado showing that the design and foundation are sufficient to withstand wind and snow loading.
  - e. Land use and water impacts. This shall detail potentially impacted wetlands, surface water and groundwater resources, and the geology and land use of the site.
  - f. An assessment of the impact on the immediate vicinity of the proposed solar energy system as well as the greater Washington County community shall be submitted by a professional.
  - g. All studies required by other applicable laws and regulations.
12. No later than upon application for a building permit, an unredacted copy



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of the equipment manuals.

6. **APPLICATION REVIEW PROCESS**

**A. Application.** Applicants for a Use by Special Review Permit and Building Permit for an SPPF must submit one (1) copy of the application to the Washington County Planning and Zoning Official, who shall within 30 days determine if all required information is included in the application. If the application is incomplete, the applicant will be provided with a written statement detailing the missing information. If the application is complete, the Planning and Zoning official will forward the application to the Planning and Zoning Commission for review.

**B. Hearings.**

1. The Planning Commission shall conduct a public hearing on the application with notice published in a newspaper of general circulation in the County and applicant will send a certified letter to adjoining property owners within 2,000 feet of the outer boundary of the project via first class mail no later than ten (10) days before the hearing. Upon conclusion of the Planning Commission hearing, the Planning Commission shall forward a recommendation to the Board of County Commissioners.
2. Upon receipt of the recommendation of the Planning Commission, the Board of County Commissioners may conduct a public hearing on the application with notice published in a newspaper of general circulation in the County.

**C. Approval.** The Board of County Commissioners may grant the special use permit, grant the special use permit with conditions, or deny the special use permit in writing. To grant the special use permit, it must be found that the SPPF will not unreasonably interfere with the County's orderly land use and development plans, the project is not detrimental to the public health, safety, and general welfare, and the project complies with all of the relevant provisions set forth in these Regulations or will comply with these requirements based on conditions that may be attached to the approval.

**D. Consultants.** The County may hire any consultants and/or experts reasonably necessary to assist the County in reviewing and evaluating permit applications. All fees for such consultants shall be borne by the applicant, and the County may require the applicant to pay a deposit for those estimated costs prior to the County commencing any review of the application.

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7. **CRITERIA FOR APPROVAL OF SPPF**

**A. Safety Standards.** SPPFs shall comply with the following development standards:

1. SPPFs shall be screened or shall be enclosed by fencing a minimum of six (6) feet in height. Screening and/or fencing shall be consistent with the surrounding character and utilize landscaping and/or native vegetation strategies to screen the facility from routine view of public right-of-ways or adjacent residential property. When fencing is used, the type and style of fencing shall also reflect any safety concerns specific to the general public and adjacent wildlife.
2. Glare shall not negatively impact surrounding properties, wildlife, or livestock.
3. Glare resistant panels shall be required for all SPPFs.
4. Any lighting shall be shielded and downward-facing to contain light within the perimeter of the facility to the maximum extent possible.
5. All solar equipment associated with an SPPF shall meet the minimum zoning setbacks per Set Back Definition as listed under item 2. DEFINITIONS.
6. SPPF solar equipment shall not exceed a maximum of 20 feet in height as measured from grade at the base of the equipment to its highest point during operation.
7. The construction and operation of all SPPFs shall be consistent with applicable local, state, and federal regulations, including but not limited to, safety, construction, electrical, communication, and fire requirements. All solar equipment and other structures shall comply with local and state building codes.
8. Construction or maintenance activities shall not result in the unabated introduction or spread of noxious weeds and other undesirable weed species.
9. The manufacturers' or installers' identification and appropriate warning signage shall be posted at the site in a clear and visible manner at the entrance and along any fencing.



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**B. Siting and Installation.**

1. **Road access to project site.** Entrances to access roads must be gated and kept locked. The applicant must only use designated traffic routes as approved by the County. Routes shall be chosen to minimize traffic impacts taking into consideration SPPF related traffic during school bus times, wear and tear on local roads, and impacts on local businesses and agricultural activity. Existing roads shall be used to the extent possible or if new roads are needed they shall minimize the amount of land used and the adverse environmental impacts. The applicant is responsible for remediation of any damaged roads due to siting and installation of the SPPF.
2. **Power lines.** Power lines between SPPF equipment and any other buildings or structures, including without limitation any on-site substations, shall be completely underground. Power lines for connection to the public utility company and transmission poles, towers, and lines may be above ground provided applicant can show that undergrounding these facilities creates an undue burden upon the applicant, which may include excessive costs, safety hazards, or engineering impracticality.
3. **Connection of transmission lines from the SPPF to local distribution lines.**
  - a. No construction of any SPPF shall be started until evidence is given of a signed interconnection agreement or letter of intent with an interconnecting utility company and ownership of the rights necessary for the location of the transmissions lines (via easement, fee ownership, or other similar legal rights).
  - b. The SPPF shall meet the requirements for interconnection and operation as set forth in the electric utility company's then current service regulations applicable to SPPFs.
  - c. Transmission lines and points of connection to local distribution lines shall be combined to the extent feasible. The SPPF shall be connected to existing substations if possible, or if new substations are needed, the number shall be minimized. The length of all transmission lines shall be minimized to greatest extent reasonably feasible, provided that, in general, longer underground lines shall be preferred to shorter above-ground lines. Above-ground transmission lines shall be located adjacent and parallel to existing above-ground transmission lines to the greatest extent feasible.

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Alternate locations for above-ground transmission lines may be approved upon a showing that the location protects view scapes to a greater extent than locating them adjacent and parallel to existing transmission lines.

**C. Environmental and Visual Effects.**

1. **Advertising.** No advertising shall be allowed on any part of the SPPF including the fencing and support structures.
2. **Colors and surfaces of SPPF.** Colors and surface treatment of all SPPF shall minimize visual disruption by using white, beige, off-white, gray or another non- reflective, unobtrusive color. SPPF components shall make use of materials, textures, screening, and landscaping that blend the facility into the natural setting and existing environment to the extent practicable.
3. **Landscaping.** The landscaping of the SPPF shall be appropriate to screen accessory structures from roads and adjacent residences. It shall be designed to minimize the impacts of land clearing and loss of open space.
4. **Ecosystems and animals.** SPPF may not cause any violations of the Endangered Species Act.
5. **Visual setbacks.** To the extent practical without substantially diminishing their solar source, the SPPF shall be set back from the tops of visually prominent ridgelines and designed and located to minimize adverse visual impact. The SPPF shall not be installed in any location that would substantially detract from or block the view of all or a portion of a recognized scenic vista as viewed from any public viewing areas such as public parks, roads, trails, or open space.

**D. Operation.**

1. **Maintenance.** The owner of the SPPF shall submit an annual report of operations and maintenance to the County.
  - a. All SPPF's must be maintained in operational condition meeting all of the requirements of these regulations and other permit conditions at all times, subject to reasonable maintenance and repair outages. If the SPPF becomes inoperative, damaged, unsafe, or violates a permit condition or standard, the owner/operator shall remedy the situation within 90 days after



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written notice from the County. The County may extend the period based on a showing that the violation cannot be reasonably cured in 90 days.

- b. If the SPPF is not repaired or brought into compliance within the timeframe stated above, the County may, after a public hearing, order remedial action or revoke the special use permit, and order removal of the SPPF. The County may also bring any other enforcement action permitted by law.
2. **Inspections.** The County has the right to enter the premises of the SPPF at any reasonable time to inspect the SPPF for compliance with these regulations and the terms of the County Special Use Permit. The County may hire a consultant to assist with any such inspections at a reasonable cost to be charged to the operator of the SPPF.

8. **ABATEMENT, DECOMMISSIONING, DISCONTINUATION OR ABANDONMENT, AND SITE RESTORATION PLAN**

- A. **Abatement and Decommissioning.** If the SPPF is not operational or operated for a continuous period of 12 months, it shall be considered abandoned, and the County may direct its owner/operator to decommission it pursuant to this section. If the owner/operator fails to decommission the SPPF as required, the County may contract for its removal and charge the applicant for all costs incurred.
- B. **Decommissioning and Site Restoration Plan.** A decommissioning and site restoration plan shall be provided with an application for an SPPF, which shall include:
  1. The anticipated life of the SPPF;
  2. Triggering events for decommissioning and removal; and
  3. The manner in which the SPPF will be decommissioned and the site restored including removal of all structures, solar arrays, cabling, electrical components, debris, and foundations, restoration of the soil and vegetation, and restoration of roads and driveways, less any fencing or residual minor improvements requested by the landowner.
- C. **Discontinuation or Abandonment of Project**
  1. Thirty (30) days prior to such time that a SPPF is scheduled to be

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abandoned or discontinued, the owner or operator shall notify the Planning and Zoning Official by certified U.S. mail of the proposed date of abandonment or discontinuation of operations. Any solar project that has been inoperable or unutilized for a period of 12 consecutive months shall be deemed abandoned and at the County's discretion subject to the requirements of this section.

2. Within 365 days of the date of abandonment or discontinuation, the owner or operator shall complete the physical removal of the solar energy project and site restoration. This period may be extended at the request of the owner or operator, upon approval of the Planning Commission.
3. Decommissioning of discontinued or abandoned SPPF shall include the following:
  - a. Physical removal of all solar energy equipment and above-ground appurtenant structures from the subject property including, but not limited to buildings, machinery, equipment, cabling and connection to transmission lines, equipment shelters, security barriers, electrical components, roads, unless roads need to remain to access buildings retrofitted for another purpose, or the landowner submits a request to the Planning Commission that such roads remain.
  - b. Below-grade structures, such as foundations, underground collection cabling, mounting beams, footers, and all other equipment installed with the system shall be removed to a depth of 48 inches; however, these structures may be allowed to remain if a written request is submitted by the landowner and a waiver is granted by the Planning Commission.
  - c. Compacted soils shall be de-compacted as agreed to by the landowner.
  - d. Restoration of the topography of the project site to its pre-existing condition, except that any landscaping or grading may remain in the after-condition if a written request is submitted and a waiver is granted by the Planning Commission.
  - e. Proper disposal of all solid or hazardous materials and



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wastes from the site in accordance with local, state, and federal solid waste disposal regulations.

**9. BONDING**

Prior to the issuance of a Building Permit for a solar energy system, the applicant shall submit to the Zoning Administrator an itemized cost estimate of the work to be done to completely remove the entire solar energy system plus fifty percent (50%) of said estimated costs as a reasonable allowance for administrative costs, inflation, and potential damage to existing roads or utilities in a bond, irrevocable letter of credit or other surety. This shall remain in full force and effect until the Planning and Zoning Official or their designee has inspected the site and verified that the solar energy system has been removed, and County roadways are intact and require no repairs. When verification has been received, the Planning and Zoning Official shall promptly release the bond, irrevocable Letter of Credit or other surety.

**10. LIABILITY INSURANCE**

Prior to issuance of a building permit, the applicant shall provide the County with proof of a general liability insurance policy at a level to be determined by the County to cover damage or injury that might result from failure of any part of the SPPF. The current SPPF owner and operator shall insure the liability for the SPPF in an amount of \$2,000,000, or 50% of total value whichever is the larger amount, without interruption until the SPPF is removed to protect the current SPPF owner and operator. In the event a public service such as police, fire, or rescue is required due to the operation, maintenance, or failure of the solar energy system, any cost incurred as a result of said event shall be the sole responsibility of the applicant and/or owner of the utility-scale SPPF.

**11. TRANSFER OR SALE**

In the event of a transfer or sale of the SPPF, the County shall be notified and the special land use permit, may be amended administratively by the County board.

1. Change in ownership alone shall be considered a minor amendment to the special land use and may be approved administratively without a public hearing.
2. Any proposed material changes to the operating procedure or approved site plan shall be amended and resubmitted for County review according to the procedures for all SPPF's as outlined herein, including a public hearing.
3. Upon transfer or sale, the cash bond shall be maintained at all times, the estimated costs of decommissioning shall be resubmitted, and the security bond adjusted to account for the new ownership. A performance bond or

letter of credit, in an amount determined by the Planning Commission to be sufficient to cover the entire cost of removal, shall be submitted by the applicant prior to the issuance of the special land use. To assist the Planning Commission in determining the amount of the performance bond or letter of credit, the applicant may submit information regarding the estimated cost to remove an SPPF. The Planning Commission may request to have an independent third party review the costs of decommissioning to be paid for by applicant.

**12. COMPLAINT RESOLUTION**

- A. The purpose of this section is to provide the public with a mechanism to file a complaint with the Solar Energy System owner and the Zoning Administrator and receive a timely response from the SPPF owner regarding alleged solar energy system regulation violations. The applicant shall submit procedures which it intends to implement for receiving, acting upon, and resolving complaints or allegations that the SPPF system is not in compliance with these regulations.

Complaint resolution procedures must be presented at the time of application and must meet the approval of the Planning Commission prior to approval of a special land use. Those procedures, at a minimum, shall:

1. Require the system owner to document complaints regarding non-compliance with these regulations from all property owners within the project boundary and up to a two thousand feet (2,000') of the solar equipment.
2. Provide current contact information at which the operator can be contacted for purposes of submitting complaints or allegations of non-compliance.
3. Require that all such complaints or allegations be submitted in writing, or digitally signed email.
4. As a condition of the system owner acting on the complaint, require that a complainant allow the solar system owner or designated staff, or other authorized personnel such as an engineer, on the property of the complainant for further investigation and testing.
5. Set forth information that must be included in the complaint or allegation.
6. Require that a complaint is acknowledged in writing by the SPPF owner to both the complainant and the Zoning Administrator within five (5) business days of receipt of said complaint.



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SOLAR POWER PRODUCTION ZONING REGULATIONS

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- 7 Set forth the number of days, not to exceed thirty (30), or five (5) days if deemed hazardous, in which the operator shall investigate, determine the corrective action necessary, if any, and establish a schedule within which to resolve any and all complaints or allegations, either by way of correction or formal denial of non-compliance.
- 8 Require the operator to advise the Zoning Administrator in writing of the proposed resolution plan of any complaint or allegation of non-compliance within thirty (30) days of its receipt of the same.
- 9 Control of nuisances and hazards created by animal pests affecting neighboring landowners due to SPPF.

**B.** Any complaint not resolved within schedule established in the resolution plan shall result in a performance review by the Planning Commission at their next scheduled meeting. Resolution or mitigation of a complaint that involves construction, landscaping, testing or other significant alteration/operational condition that is dependent on seasonal or other conditions may exceed thirty (30) days if approved by the Planning Commission. Complaints not resolved as set forth in the resolution plan shall constitute violations of these Regulations and the Planning Commission may request the County to bring a legal action for violation of these Regulations.

- 13. NON-COMPLIANCE STANDARDS** The County reserves the right to require an SPPF Applicant to cease operating any SPPF unit that does not meet the requirements of these regulations until such SPPF unit meets these requirements or is removed. Prior to requiring an SPPF to cease operations, the County will provide the SPPF prior written notice of its violation of the Use by Special Review Permit and/or the associated building permit and its intent to issue such an order. The notice shall provide the SPPF with a reasonable period of time to cure the violation not to exceed thirty (30) days unless reasonable grounds exist, as determined by the County, for additional time to cure the violation.

## CHAPTER 311

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**GOVERNMENT - COUNTY**

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**HOUSE BILL 11-1199**

BY REPRESENTATIVE(S) Gardner B., Barker, Hamner, Hullinghorst, Miklosi, Nikkel, Pabon, Priola, Schafer S., Todd;  
also SENATOR(S) Bacon, Lundberg, Williams S.

**AN ACT**

**CONCERNING LIMITS ON FEES FOR THE APPROVAL OF THE INSTALLATION OF SOLAR ENERGY DEVICES.**

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1. Short title.** This act shall be known and may be cited as the "Fair Permit Act".

**SECTION 2.** 30-28-113 (1) (b) (II), Colorado Revised Statutes, is amended to read:

**30-28-113. Regulation of size and use - districts - repeal.** (1) (b) (II) A county ~~may~~ SHALL not charge permit, PLAN REVIEW, OR OTHER fees to install an active solar ~~energy~~ ELECTRIC OR SOLAR THERMAL device or system that, in aggregate, ~~are in excess of~~ EXCEED the lesser of the county's actual costs in issuing the permit or five hundred dollars for a residential application or one thousand dollars for a nonresidential application IF THE DEVICE OR SYSTEM PRODUCES FEWER THAN TWO MEGAWATTS OF DIRECT CURRENT ELECTRICITY OR AN EQUIVALENT-SIZED THERMAL ENERGY SYSTEM, OR THAT EXCEED THE COUNTY'S ACTUAL COSTS IN ISSUING THE PERMIT IF THE DEVICE OR SYSTEM PRODUCES AT LEAST TWO MEGAWATTS OF DIRECT CURRENT ELECTRICITY OR AN EQUIVALENT-SIZED THERMAL ENERGY SYSTEM. THE COUNTY SHALL CLEARLY AND INDIVIDUALLY IDENTIFY ALL FEES AND TAXES



**SECTION 3.** 31-15-602 (4) (b), Colorado Revised Statutes, is amended to read:

**31-15-602. Energy-efficient building codes - legislative declaration - definitions - repeal.** (4) (b) (I) A municipality ~~may~~ SHALL not charge permit, PLAN REVIEW, OR OTHER fees to install an active solar ~~energy~~ ELECTRIC OR SOLAR THERMAL device or system that, in aggregate, ~~are in excess of~~ EXCEED the lesser of the municipality's actual costs in issuing the permit or five hundred dollars for a residential application or one thousand dollars for a nonresidential application IF THE DEVICE OR SYSTEM PRODUCES FEWER THAN TWO MEGAWATTS OF DIRECT CURRENT ELECTRICITY OR AN EQUIVALENT-SIZED THERMAL ENERGY SYSTEM, OR THAT EXCEED THE MUNICIPALITY'S ACTUAL COSTS IN ISSUING THE PERMIT IF THE DEVICE OR SYSTEM PRODUCES AT LEAST TWO MEGAWATTS OF DIRECT CURRENT ELECTRICITY OR AN EQUIVALENT-SIZED THERMAL ENERGY SYSTEM. THE MUNICIPALITY SHALL CLEARLY AND INDIVIDUALLY IDENTIFY ALL FEES AND TAXES ASSESSED ON AN APPLICATION SUBJECT TO THIS SUBPARAGRAPH (I) ON THE INVOICE. The general assembly hereby finds that there is a statewide need for certainty regarding the fees that can be assessed for permitting ~~an active solar energy device or system~~ SUCH DEVICES OR SYSTEMS, and therefore declares that this paragraph (b) is a matter of statewide concern.

(II) This paragraph (b) is repealed, effective July 1, ~~2011~~ 2018.

**SECTION 4.** Part 1 of article 48.5 of title 24, Colorado Revised Statutes, is amended BY THE ADDITION OF A NEW SECTION to read:

**24-48.5-113. Limit on solar device fees - repeal.** (1) AN AGENCY, INSTITUTION, AUTHORITY, OR POLITICAL SUBDIVISION OF THE STATE SHALL:

(a) NOT CHARGE PERMIT, APPLICATION REVIEW, OR OTHER FEES TO INSTALL AN ACTIVE SOLAR ELECTRIC OR SOLAR THERMAL DEVICE OR SYSTEM THAT, IN AGGREGATE, EXCEED:

(I) THE LESSER OF THE ACTUAL COSTS IN ISSUING THE PERMIT OR REVIEWING THE APPLICATION OR FIVE HUNDRED DOLLARS FOR A RESIDENTIAL APPLICATION OR TWO THOUSAND DOLLARS FOR A NONRESIDENTIAL APPLICATION IF THE DEVICE OR SYSTEM PRODUCES FEWER THAN TWO MEGAWATTS OF DIRECT CURRENT ELECTRICITY OR AN EQUIVALENT-SIZED THERMAL ENERGY SYSTEM; OR

(II) THE ACTUAL COSTS IN ISSUING THE PERMIT IF THE DEVICE OR SYSTEM PRODUCES AT LEAST TWO MEGAWATTS OF DIRECT CURRENT ELECTRICITY OR AN

**SECTION 6. Safety clause.** The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Approved: June 10, 2011



# An Act

SENATE BILL 17-179

BY SENATOR(S) Gardner and Kerr, Fenberg, Fields, Garcia, Guzman, Jones, Kagan, Kefalas, Lundberg, Merrifield, Priola, Todd, Williams A.; also REPRESENTATIVE(S) Herod and Sias, Arndt, Becker K., Benavidez, Esgar, Exum, Gray, Hamner, Hansen, Hooton, Lee, Lontine, McLachlan, Melton, Michaelson Jenet, Mitsch Bush, Pettersen, Rosenthal, Salazar, Singer, Valdez, Weissman, Winter, Young, Duran.

CONCERNING THE LIMITATION ON THE AMOUNT OF FEES THAT CAN BE ASSESSED FOR ALLOWING SOLAR ENERGY DEVICE INSTALLATIONS, AND, IN CONNECTION THEREWITH, EXTENDING THE REPEAL DATE.

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** In Colorado Revised Statutes, 24-48.5-113, amend (1)(a) introductory portion and (2) as follows:

**24-48.5-113. Limit on solar device fees - repeal.** (1) An agency, institution, authority, or political subdivision of the state shall:

(a) Not charge permit, application review, or ANY other RELATED OR ASSOCIATED fees to install an active solar electric or solar thermal device or system that, in aggregate, exceed:

*Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.*

(2) This section is repealed, effective ~~July 1, 2018~~ JULY 1, 2025.

**SECTION 2.** In Colorado Revised Statutes, 30-28-113, amend (1)(b)(II) as follows:

**30-28-113. Regulation of size and use - districts - repeal.**  
(1) (b) (II) A county shall not charge permit, plan review, or ANY other RELATED OR ASSOCIATED fees to install an active solar electric or solar thermal device or system that, in aggregate, exceed the lesser of the county's actual costs in issuing the permit or five hundred dollars for a residential application or one thousand dollars for a nonresidential application if the device or system produces fewer than two megawatts of direct current electricity or an equivalent-sized thermal energy system, or that exceed the county's actual costs in issuing the permit if the device or system produces at least two megawatts of direct current electricity or an equivalent-sized thermal energy system. The county shall clearly and individually identify all fees and taxes assessed on an application subject to this ~~subparagraph (II)~~ SUBSECTION (1)(b)(II) on the invoice. The general assembly hereby finds that there is a statewide need for certainty regarding the fees that can be assessed for permitting such devices or systems, and therefore declares that this ~~subparagraph (II)~~ SUBSECTION (1)(b)(II) is a matter of statewide concern. This ~~subparagraph (II)~~ SUBSECTION (1)(b)(II) is repealed, effective ~~July 1, 2018~~ JULY 1, 2025.

**SECTION 3.** In Colorado Revised Statutes, 31-15-602, amend (4)(b) as follows:

**31-15-602. Energy-efficient building codes - legislative declaration - definitions - repeal.** (4) (b) (I) A municipality shall not charge permit, plan review, or ANY other RELATED OR ASSOCIATED fees to install an active solar electric or solar thermal device or system that, in aggregate, exceed the lesser of the municipality's actual costs in issuing the permit or five hundred dollars for a residential application or one thousand dollars for a nonresidential application if the device or system produces fewer than two megawatts of direct current electricity or an equivalent-sized thermal energy system, or that exceed the municipality's actual costs in issuing the permit if the device or system produces at least two megawatts of direct current electricity or an equivalent-sized thermal energy system. The municipality shall clearly and individually identify all fees and taxes assessed on an application subject to this ~~subparagraph (I)~~



SUBSECTION (4)(b)(I) on the invoice. The general assembly hereby finds that there is a statewide need for certainty regarding the fees that can be assessed for permitting such devices or systems, and therefore declares that this ~~paragraph (b)~~ SUBSECTION (4)(b) is a matter of statewide concern.

(II) This ~~paragraph (b)~~ SUBSECTION (4)(b) is repealed, effective July 1, ~~2018~~ JULY 1, 2025.

**SECTION 4. Act subject to petition - effective date.** This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 9, 2017, if adjournment sine die is on May 10, 2017); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless

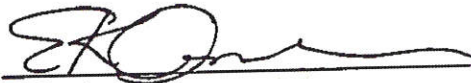
approved by the people at the general election to be held in November 2018 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



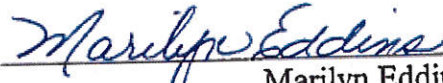
Kevin J. Grantham  
PRESIDENT OF  
THE SENATE



Crisanta Duran  
SPEAKER OF THE HOUSE  
OF REPRESENTATIVES

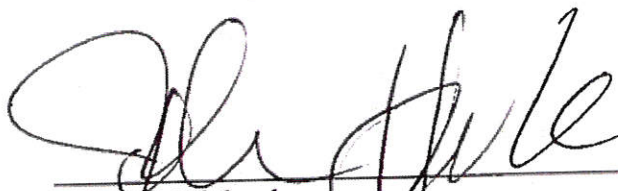


Effie Ameen  
SECRETARY OF  
THE SENATE



Marilyn Eddins  
CHIEF CLERK OF THE HOUSE  
OF REPRESENTATIVES

APPROVED 2:32 PM 4/28/17



John W. Hickenlooper  
GOVERNOR OF THE STATE OF COLORADO



**ROAD ACCESS PERMIT  
WASHINGTON COUNTY ROADS  
150 ASH AVE • AKRON COLORADO • 80720  
Phone: 970.345.2701 ext 2 Fax: 970.345.2702  
Email [planning@co.washington.co.us](mailto:planning@co.washington.co.us)  
[www.colorado.gov/washingtoncounty](http://www.colorado.gov/washingtoncounty)**

Permit Number

**RA** \_\_\_\_\_

**WASHINGTON COUNTY STATE OF COLORADO**

Date \_\_\_\_\_

Name of Applicant \_\_\_\_\_  
(Name of owner if not applicant)

Address \_\_\_\_\_  
City, \_\_\_\_\_ St, \_\_\_\_\_ Zip \_\_\_\_\_

Telephone number (s) \_\_\_\_\_  
Phone(1) \_\_\_\_\_ Phone(2) \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Is the applicant the property owner \_\_\_\_\_ or a contractor \_\_\_\_\_ Other \_\_\_\_\_

Legal description as defined by the quarter/quarter section (Example: property located in SW1/4 of SW1/4 Section 2, Township 5 North Range 54 West)

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ 1/4 - 1/4 Section \_\_\_\_\_

Nearest intersection and distance from \_\_\_\_\_

Reason for Application to access County Road: \_\_\_\_\_

Drawing or Plans illustrating access (attach to application).

Are there currently any dwellings and/or structures upon the property for which this access permit application is being made? \_\_\_\_\_ yes \_\_\_\_\_ no

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Property owner

**REVIEW BY ROAD SUPERVISOR PRIOR TO CONSIDERATION BY THE BOARD** (If more space is needed provide on the reverse side of this application)

1. Necessary improvements to be installed such as culverts, attach list:
2. Can access meet existing grade on County Road? \_\_\_\_\_ yes \_\_\_\_\_ no
3. Any special conditions which will be required attach list or indicate none:

**Road Supervisor Approval:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date** \_\_\_\_\_  
Commissioner Chairman

**THIS PERMIT ALLOWS ACCESS TO THE AFOREMENTIONED COUNTY ROAD  
SUBJECT TO APPLICANT MEETING THE CONDITIONS, IF ANY, OF THE ROAD  
SUPERVISOR AS SET FORTH WITHIN THIS PERMIT.**

**Fees: \$30.00 for residential / agricultural purposes for graveled access roads**

**Additional fees may be imposed for Use by Special Review applications for  
commercial, industrial uses**

REQUEST FOR ADDRESS APPLICATION  
WASHINGTON COUNTY  
150 Ash Ave Akron, CO 80720  
Phone (970) 345-2701 ext 2 Fax(970) 345-2702  
Email [planning@co.washington.co.us](mailto:planning@co.washington.co.us)  
[www.colorado.gov/washingtoncounty](http://www.colorado.gov/washingtoncounty)

Permit Number

AD \_\_\_\_\_

WASHINGTON COUNTY

STATE OF COLORADO

Date \_\_\_\_\_

Name of Applicant \_\_\_\_\_  
(Name of owner if not applicant)

Address \_\_\_\_\_  
Include Current Mailing Address

City, St, Zip

Telephone number (s) \_\_\_\_\_

Phone(1)

Phone(2)

Email

Label diagram with road numbers

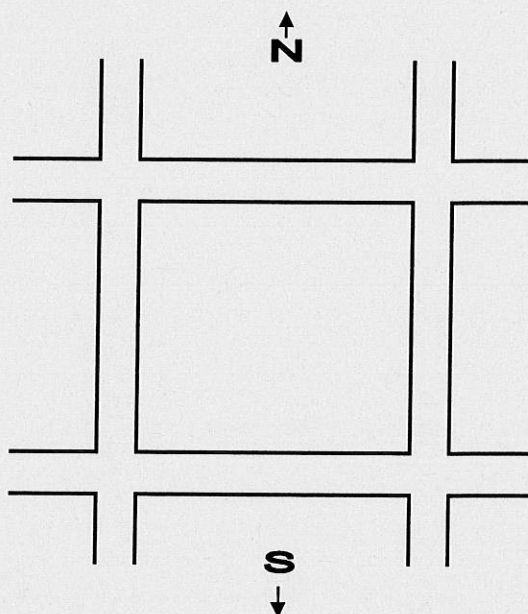
Legal description of property as defined by  
the quarter/quarter section (Example:  
property located in SW ¼ of SE ¼ of Sec 2,  
T5N, R54W)

¼-¼ Section \_\_\_\_\_

Section: \_\_\_\_\_

Township: \_\_\_\_\_

Range: \_\_\_\_\_



**Description of Measurements** - on the drawing above show the following information:

Measure the number of feet from nearest intersection to location of access road. Label county road names, (letters and/or numbers) Show the side of the road on which the structure is located. \*\* Draw approximate location of access road on the county road above. \*\*

Landowner of Record \_\_\_\_\_

Mailing Address

City

St

Zip

Signature: \_\_\_\_\_  
Applicant

Date

OFFICE USE ONLY

Assigned Address Number: \_\_\_\_\_

Assigned by Washington County: \_\_\_\_\_

Date

Map Number (county use) \_\_\_\_\_



## ROAD CUT /RIGHT OF WAY PERMIT

150 Ash Ave Akron, CO 80720  
970.345.2701 ext 2 Fax: 970.345.2702  
Email [planning@co.washington.co.us](mailto:planning@co.washington.co.us)  
<http://co.washington.co.us>

Permit Number

RW \_\_\_\_\_

WASHINGTON COUNTY

STATE OF COLORADO

Date of Application \_\_\_\_\_

Name of applicant \_\_\_\_\_

Address \_\_\_\_\_

City, St, Zip

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Property Location:

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ 1/4Section \_\_\_\_\_

Nearest intersection and distance from \_\_\_\_\_

Installation type (cable, gas, water, etc.) \_\_\_\_\_

Owner of facilities to be installed \_\_\_\_\_

Address \_\_\_\_\_

City, St, Zip

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

Contractor for installation \_\_\_\_\_

(if different from owner of facilities)

Additional requirements for utilization of county right of way:

- a) All underground utilities cable, pipe, conduit, etc. installation shall be as determined on a case by case basis as either within the traveled portion of the right of way or adjacent to the roadway. In the case of placement adjacent to the traveled portion of the road, placement shall be a minimum of 5 feet from the base of the shoulder adjacent to the traveled portion of the roadway.
- b) In order to determine proper placement, applicant shall supply construction plans to the Board of County Commissioners and the District Road Supervisor with this permit application. **The Board pursuant to C.R.S. 38-5.5-107(1) (b) has retained an engineering firm to review the construction plans for installations.** Any project plans may be submitted to the County's engineering firm within 5 days from the receipt of application. The District Road Supervisor must sign off on all applications prior to submitting the application to the Board of County Commissioners for final approval.
- c) If required, it shall be the responsibility of the County's engineering firm and the appropriate road supervisor to review the proposed construction plans with the engineer for the company and return within 30 days of receipt a detailed report and proposal which the County will utilize in approving the permit. This report shall include an engineered scale final construction plan which the company must follow so as to alleviate right of way disturbances and record exact cable location for future reference. The report may also include a soils analysis to determine whether or not the cable, etc. should be placed within the traveled roadway surface and / or adjacent to the traveled surface. The costs associated with the County's engineering firm report shall be borne by the Construction Company or applicant as they are directly related to the granting of any permit.

- d) Upon receipt of the engineers report as agreed upon by the applicant's engineer and the County's engineer in conjunction with the appropriate Road Supervisor the applicant will then be advised as to any additional conditions the Board may impose in approving the permit.
- e) A pre-construction meeting may be required prior to the Board reviewing the application. The District Road Supervisor, the Construction Company representative and /or engineer and the county engineer (if requested by the county) will meet to determine the final details of the project prior to presentation to the Board (See attached "Pre-construction Meeting".) The Board will take final action of approval within 21 business days after the pre-construction meeting.
- f) In administering the permit during the course of construction, for every 10 miles, or increment thereof, the County reserves the right to inspect the installation with the County Engineer and/or the appropriate Road Supervisor to confirm that the final construction plans are being adhered to and that the permit as approved is being constructed according to the permit and engineering standards. The costs associated with the County's engineer being on site for these inspections shall be borne by the applicant as they are directly related to the administration and / or granting of any permit.
- g) In addition, applicant shall notify the County at least **one week** prior to actual commencement of construction so as to allow scheduling of the on site representative of the County.
- h) All the aforementioned installations shall be buried at least **48 inches** from the surface of the roadway or top soil, if adjacent to the roadway. Manholes, hand holds, cabinets, junction boxes and / or other access ports are not allowed in roadway and must be placed a minimum of 5 feet from the base of the shoulder adjacent to the traveled portion of the roadway. . No obstruction, pedestals, or other access facilities shall be allowed within the flow line of Washington County culverts.
- i) All utilities installed shall be subject to relocation in the event that the traveled portion of the highway is widened, relocated, or the roadway elevation is changed. In that event, applicant agrees to bear the costs of any such relocation due to the aforementioned factors. This permit is revocable and does not assure applicant the continued use of county rights of way in perpetuity. The applicant shall also be responsible for the relocation of any existing utilities currently located within the affected right of way.
- j) Applicant understands and agrees to bore under any and all culverts, and / or other County facilities and all such facilities damaged by applicant shall be replaced to current County standards.
- k) In the event that a county road is cut /trenched, applicant agrees to restore the roadway surface by compaction or other means to the condition of the roadway prior to the cut. To assure the roadway is restored properly, applicant may be asked to provide either an irrevocable Letter of Credit in the amount to be determined based on current restoration costs per linear mile, or fraction thereof, or an escrow amount acceptable to the Board of County Commissioners payable to the County of Washington upon approval of the permit. The Letter of Credit shall issue in favor of Washington County for a period of 12 months past the projected date of project completion as may be approved by the BOCC. Escrow amounts will also be held for a period of 12 months past the projected date of project completion. The appropriate County Road Supervisor shall periodically inspect the restoration and if said roadway cuts have been restored to current county standards, and there has been no degradation within or upon the roadway, the Board shall adopt a resolution releasing the Letter of Credit or escrowed funds. In the event that the County Road Supervisor does not approve any restoration, the applicant will be notified of any deficiencies and given a 10 day period from notification to correct said deficiency. If the roadway has not been restored within the 10 day period, the County will restore the roadway, and seek remuneration of costs incurred from the Letter



of Credit or escrowed funds. Applicant understands that county rights of way are available to all public utilities and private telecommunication providers and that Washington County will not be responsible for contractor installation errors which result in cut cables etc. or subsequent disruptions of service.

- l) (g.) If placed within the public right of way, all installation of electrical transmission or distribution lines within Washington County shall be placed underground as close to the outside edge of the public right of way as is practical.
- m) Applicant understands that county rights of way are available to all public utilities, and private telecommunication providers and that Washington County will not be responsible for contractor installation errors which result in cut cables etc. or subsequent disruptions of service.
- n) In relation to trenching within the traveled portion of the roadway, no trench shall be left open overnight. During construction, warning signs, barricades and lights, all in conformance with the Manual of Uniform Traffic Control Devices (MUTCD), shall be used in areas where trenching operations are taking place. No roads shall be completely closed to traffic unless approved by the Board of County Commissioners. In the event the Board completely closes a road to traffic, applicant agrees to notify the appropriate school districts, fire districts and / or other emergency service providers.
- o) Any person, corporation, governmental entity, quasi-governmental agency, special district, mutual company, or utility corporation, including cable television, who without first having obtained a permit and / or who having made a cut in a public right of way which has settled, has failed, or otherwise has not been repaired to County standards, shall be issued a "Stop Work Order" by the Board of County Commissioners. Upon said issuance, said party shall discontinue any or all future work within the public rights of way in Washington County until such time as the affected rights of way have been restored to County standards and said party has paid the costs of restoration thereof. No further permits shall be issued by the County until the affected roadways have been restored. Washington County may undertake such repairs as are necessary to ensure the safety of the public and bill the responsible party. Under these circumstances, the minimum charge shall be \$300.00, for administrative and legal costs plus costs for labor, materials and usage of County equipment.

Signature of Facilities Owner \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Signature of Contractor (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

We hereby certify that we have read the above conditions relating to the issuance of this application for right of way, road cut and crossing permit and agree to be bound by same. Both the owner of the facilities and the contractor must sign this application and are deemed by the County to be responsible for meeting the conditions hereunder.

#### Permit Fees:

1. If the road crossing surface is cut either perpendicular or parallel to the traveled portion of the road, \$300.00 for administrative review and road reconstruction by County after installation by contractor is complete.

2. If the road crossing is bored either perpendicular or parallel to the traveled portion of the road and encased, \$100.00 for administrative review and road reconstruction by County after installation by contractor is complete.

3. In addition there is a per lineal foot charge for administrative review and reconstruction of the road / ditches after installation by contractor is complete.

| <u>Ditch Width</u> | <u>Cost per foot</u> |
|--------------------|----------------------|
| ½" to 8"           | \$0.14               |
| 8+"to 16"          | \$0.20               |
| 16+" to 24"        | \$0.35               |
| 24+" to 42"        | \$0.60               |
| 42+"               | \$0.72               |

Each crossing of any county road shall constitute a separate application and permit fee in addition to the linear footage charge.

In the event that a transmission/pipeline is placed solely within county right of way, permit fees will be required in addition to the linear foot charges for the entire length that said transmission/pipeline is constructed within county right of way. Separate permit and linear foot charges will be required from each beginning and ending point along county right of ways in the event that said transmission/pipeline traverses private property in intervals between the County's right of way.

#### 4. Agricultural Uses Permit Fees:

\$25.00 for non-utility cuts, i.e. agricultural landowners who are required to cut county rights of way to provide utility services for agricultural production upon their own property.

Agricultural non-utility cuts are not subject to pre-construction meetings but must be approved by the appropriate district Road Supervisor prior to approval by the Board of Commissioners.



## SUMMARY OF FEES

BORE/CROSS: \_\_\_\_\_ x \$100.00 = \$ \_\_\_\_\_  
or CUT: \_\_\_\_\_ x \$300.00 = \$ \_\_\_\_\_

AGRICULTURAL FEE \$25.00 \_\_\_\_\_  
ADMINISTRATIVE FEE FOR OTHER  
CONSTRUCTION OR MINOR REPAIR  
\$100.00 \_\_\_\_\_

**TOTAL FEES:** \$ \_\_\_\_\_ Check No \_\_\_\_\_ Date \_\_\_\_\_  
Received by County

Make checks payable to: Washington County

Date construction plans sent to WC Engineer \_\_\_\_\_

**\*\*Engineering fees will be billed separately**

Engineering Fees may applicable on any project.

Road Supervisor \_\_\_\_\_ Dist \_\_\_\_\_ Date \_\_\_\_\_

Road Supervisor \_\_\_\_\_ Dist \_\_\_\_\_ Date \_\_\_\_\_

### Action by Board of County Commissioners:

At the regular County Commissioners meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
the Board took the following action and authorized the Chairman to execute the application as follows:

\_\_\_\_\_ approved as submitted  
Chairman

\_\_\_\_\_ approved with conditions (see attached)  
Chairman

\_\_\_\_\_ denied (see attached)  
Chairman

## PRE-CONSTRUCTION MEETING

**Date of Meeting**\_\_\_\_\_

The purpose of this meeting is to review the following:

- Location of cable, fiber optics or \_\_\_\_\_ installation
- Depth of above installation if other than the County standard of 48"
- Number of road cuts or bores
  - Discuss construction at intersections, culverts, etc.
  - Discuss construction at section lines where there is no road currently exists but there is future potential for development
- Discuss and known plans for changes in road structure on roads within the scope of the project
  - Widening, raising or lowering the road, etc.
- Discuss any problems on either side with changes to original plans
- Notification of at least 1 wee prior to construction is required by County. If this is not possible determine when notification will be made to Road Supervisor

### Meeting Notes:

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-----  
-----  
-----  
-----  
-----

**Persons Present** - (If present via phone - road supervisor please note, otherwise each person initial by your name)

Please print name and initial below:

Road & Bridge District\_\_\_\_\_Name\_\_\_\_\_Initial\_\_\_\_\_

Road & Bridge District\_\_\_\_\_Name\_\_\_\_\_Initial\_\_\_\_\_

County Engineer \_\_\_\_\_Initial\_\_\_\_\_

Construction Co Rep \_\_\_\_\_Initial\_\_\_\_\_

Other\_\_\_\_\_Initial\_\_\_\_\_

Other\_\_\_\_\_Initial\_\_\_\_\_



## MASTER ROAD USE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Washington, State of Colorado, hereinafter referred to as the "County", and \_\_\_\_\_ hereinafter referred to as "Company".

WHEREAS, the Company wishes to construct a wind energy / solar facility and associated equipment in Washington County, hereinafter referred to as the "Project"; and

WHEREAS, completion of the Project shall involve the use of one or more County roads; and

WHEREAS, the Company's employees, affiliates, contractors, subcontractors, workforce and related service companies, and other agents, may utilize equipment and heavy vehicles in a significant number and / or that are recognized as being above existing limits set by the County in weight, height, and / or width on County Roads in connection with the above-described Project; and

WHEREAS, the Company's use of County Roads may cause impacts which require mitigation and repair to ensure the public's continued ability to use the affected County Roads; and

WHEREAS, the powers given to the Board of Commissioners of each county includes the authority to create and maintain county roads (C.R.S. 30-11-107 and other statutory authority); and

WHEREAS, the County wants to ensure the maintenance and safe operation of the Company while using designated County Roads and the Company is agreeable to the provisions set forth herein for such purpose:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow the Company's regulated use of the affected County Roads while protecting the traveling public from damage or dangerous conditions to the roads being used. This Agreement is intended to engage both the County and the Company in an effort to avoid damage to Roads and Appurtenances and to minimize interruptions to the traveling public. The parties acknowledge that this Agreement is entered into in order to address any issues that may arise with the Company's use of the County Roads including but not limited to the following:

a. That a Haul Route shall be agreed to and enforced by the County and the Company.

b. That in the event there is damage from the use of County Roads in the Haul Route for the hauling or moving of goods, equipment, or materials, those parties responsible for such damage are held accountable.

2. **DEFINITIONS OF TERMS USED IN THIS AGREEMENT.** The following definitions shall or may be relevant for this Agreement:

"Appurtenance" means a sidewalk, ditch, or any type of wall, fence guardrail, curb, pavement marking, traffic control device, illumination device or barrier adjacent to or in, along or on a County Road, or any construction, obstruction, erection or any situation, arrangement, or disposition of any earth, rock, tree, or other material or thing adjacent to or in, along, or on a road that is not the traveled portion of the road.

"Company" means \_\_\_\_\_, and all of its agents, affiliates, employees, contractors, subcontractors, vendors and suppliers

"County Road or Road" means a roadway under the direction, control, and management of the County, including (1) a developed road on which improvements such as grading or surfacing have been made for the purpose of public access and included any Appurtenance, and including any bridge forming part of a County road and any structure incidental to a County or public road, and (2) an undeveloped surveyed road allowance or road plan, including primary, secondary, and secondary un maintained roads as identified on the Washington County Road Map.

"Haul Route" means those roads identified in the map submitted by the Company and agreed to by the County as to those County Roads to be used by the Company to move or haul goods, equipment, and materials used in the Project. The map, attached hereto and identified as Exhibit A, may be updated from time to time by mutual agreement of the parties, and if so updated, shall be attached as a new Exhibit A.

3. **TERM.** This Agreement shall commence upon the date that both parties have signed this Agreement, hereinafter referred to as the "Effective Date". The Company represents that construction of the Project in Washington County shall be completed no later than eighteen (18) months from the date of this agreement. The provisions of this Agreement, the provisions respecting liability and indemnification, to the extent of liabilities may have accrued prior to the termination, and provisions respecting



settlement of accounts, shall remain in full force in accordance with their terms. All applicable County Roads on the Haul Route shall be restored and returned to "Original" (as defined below) or better condition by the completion date set forth in this paragraph.

The County may, at its discretion, extend the completion date and County Road restoration requirement upon good cause shown by the Company. Approval of a request from the Company to extend the completion date shall not be unreasonably withheld by the County.

4. **COUNTY ROAD USE / HAUL ROUTE.** The County shall cooperate with the Company to establish a Haul Route which shall be the designated County Road or Roads used by the Company to move goods, equipment, and materials for the Project. Upon agreement the Haul Route shall be identified on Exhibit A attached hereto and incorporated by reference. Use of the Haul Route by the Company may commence following a pre-inspection of the proposed route and a written report from the Company as to the current condition of the road (which shall serve as the "Original" condition for purposes of this Agreement) and the County expectations. The pre-inspection shall be done by the Company within thirty (30) days before the planned start of construction. The pre-inspection shall include pictures of the current condition of the County Road or Roads prior to use by the Company.

In the event that the Haul Route is to be used by another company, or project, during the term of this agreement, the Company commits to engage in good faith negotiations to reach a multi-company agreement, with the County, to mutually allocate responsibilities and liabilities between the respective Companies or Projects.

The Company shall only use the Haul Route Roads to move / haul goods, equipment, and materials related to the Project using commercial vehicles. The County and the Company agree to cooperate in the installation or placement of speed and other signage along the Haul Route, determined necessary by the County Sheriff and County Road Supervisor. Signage shall be utilized, at the discretion of the Company to designate the Haul Route, designate prohibited roads, and other matters.

5. **REPAIR AND MAINTENANCE OBLIGATIONS.** The Company shall be responsible for all costs and expenses required to repair damages to the County Roads designated on the Haul Route incurred during the Project, unless it can be clearly shown that the damage was not the result of the Project. The determination of road damage shall be made by the County and shall be immediately addressed by the Company. Maintenance obligations of the Company shall include, but not be limited to:

a. The Company shall install signage to control speed, designate the Haul Route, and other aspects of safe driving and road maintenance. The Company may utilize other

signage, at its discretion or request of the Road Supervisor, to designate the Haul Route, designate prohibited roads, and other relevant matters.

- b. When the Project is completed, it is agreed that the Company shall perform or provide for all necessary work and all materials necessary to restore the Haul Route roads to Original or better condition based on the condition of the roads at the time of the pre-inspection. The Company shall not be released from its Performance Guarantee until the County has approved a post construction inspection and approved the final condition of the County Roads located upon the Haul Route with

Such inspection to occur within ten (10) days after the Company notifies the County that the road restoration is complete.

- c. All applicable County Roads on the Haul Route shall be restored and returned to Original or better condition in accordance with the terms of this Agreement and by the completion date set forth in paragraph 3. The County may, at its discretion, extend the completion date and County Road restoration requirement upon a showing of good cause by the Company. If the Company has not commenced the restoration work before the completion date, the County may contract a third party to perform the road restoration. In that event, the County shall pay the reasonable cost of the third party's work from the Performance Guarantee. Notwithstanding the foregoing, the Company shall not be liable under this section if restoration work extends beyond the completion date if such delay was associated with circumstances caused by the County or within the County's control or by weather.

6. **CHANGES IN RESTRICTIONS.** If after commencement of the Project and the use of the Haul Route by the Company, the County reasonably determines that it is necessary to impose further restriction on the Company in the interest of public safety, the County shall consult with the Company to determine the details of such restrictions. Thereafter, the parties shall set forth, in writing, the reasonable specifics of the further restrictions imposed on the Company. The County may also require an increase in the Performance Guarantee if public safety circumstances so require. Restrictions, or changes in restrictions, as to any County Road designated in the Haul Route are set forth in Exhibit B, attached hereto and incorporated herein by reference.

7. **INTERMEDIATE AND EMERGENCY INSPECTIONS.** The County may request immediate emergency inspections when it is determined by the County that a condition exists in the subject County Road or Roads that creates a safety risk to the public. The County may, in emergency situations, and acting reasonably, and without giving any



notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to complete repairs to the Haul Route Road or Roads, or require that the Company take immediate and all action necessary to complete repairs to the Haul Route Road, or Road, that the County deems necessary for public safety. As to whether an emergency situation exists, which situation could place human life and / or property in danger, shall be determined by the County through mutual consultation between the Washington County Sheriff, the County Commissioner of the subject District, and the Road Supervisor of the subject District. Every effort will be made to notify the Company when an emergency situation arises. The Company shall, provided that the weather and weather-related conditions permit, complete any necessary repairs or repairs which pose a risk to the motoring public within seven (7) business days of being notified by the County of the need for such repairs. The Company acknowledges that the Haul Route may be temporarily closed to Company travel until repairs are completed should the County determine that the condition of the Roads is a safety hazard to vehicles traveling on the Roads.

8. **PERFORMANCE GUARANTEE.** On or before the commencement of construction of the Project, the Company or its designated representative shall deliver to the County a surety bond or letter of credit, hereinafter referred to as the "Performance Guarantee", in the amount equal to \$6,500/mile. Should the Company violate this agreement by failing to repair and maintain the Haul Route County Roads, as agreed herein, the County may draw upon the Performance Guarantee as necessary to restore the County Roads to their original condition. In the event that the Performance Guarantee is not sufficient to cover the cost of repairs, the Company shall be liable to the County for all reasonable and competitively bid costs including reasonable attorney fee and costs incurred by the County in repairing the affected Roads to substantially the same condition they were in at the time of the pre-inspection and recovering the costs of such repairs. The Company shall have a right to receive details of all expenses incurred by the County. The Performance Guarantee shall be returned to the Company, or released, within one (1) week of the final inspection (provided the County is satisfied with the final inspection) and the obligations of the Company have been fulfilled under this Agreement. Failure of the Company to return the County Roads to their original or better condition by the end of the completion date set forth in paragraph 3 above, may also result in the County acting against the Performance Guarantee to the extent necessary to restore the County Roads.

9. **OTHER TERMS AND CONDITIONS.** The following terms and conditions whether set forth above or below, shall apply at all times during the term of this Agreement.

a. The County reserves the right to impose reasonable limitations on the hours during which Company vehicles and equipment may be *moved* on the County Roads covered by this Agreement. The County, acting reasonably, and depending upon the prevailing weather conditions, should the conditions make such use hazardous to the motoring public, or if emergencies warrant such suspension, may choose to temporarily suspend use of the County Roads. In such an event, the County shall use its best efforts to notify the Company verbally prior to taking such action, and to consult with the Company in order to minimize any construction delays to the Project.

b. The Company shall provide, at its sole expense, all equipment, materials and labor required to restore the road surface of the Haul Route Roads in substantially the same condition the Roads were in immediately prior to the use of such Roads.

c. The Company shall be liable at all times for the repair, to the reasonable satisfaction of the County, of any damage to the Roads caused by the Company's' use. Any repairs undertaken shall restore the road surface to substantially the same condition it was in immediately prior to the use of the Road. The Company shall, providing that the weather and weather-related conditions permit, complete any necessary repairs or repairs which pose a risk to the motoring public within seven (7)

Business days of being notified by the County of the need for such repairs. The Company acknowledges that the Haul Route may be temporarily closed to Company travel until repairs are completed should the County determine that the condition of the Roads is a safety hazard to vehicles traveling on the Roads.

d. In the event that the Company fails to complete the repairs required by the County, pursuant to this Agreement, the County may draw upon the Performance Guarantee to effect the repairs in accordance with the provisions of the surety bond or letter of credit. In the event that the Performance Guarantee is not sufficient to cover the cost of repairs, the Company shall be liable to the County for all reasonable and competitively bid costs (including reasonable attorney fees and costs) incurred by the County in repairing the affected Roads to substantially the same condition they were in immediately prior to the use by the Company and recovering the costs of such repairs. The Company shall have a right to receive details of all expenses incurred by the County.



- e. The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to close a County Road and either complete repairs to the Haul Route Roads that the County deems to be an emergency and necessary for public safety or to require the Company to take immediate action. The Company may also in emergency situations, and acting reasonably, and without first giving any notice to the County as required elsewhere in this Agreement, take immediate action to remove its vehicles and equipment on the Haul Route Roads. The County and the Company shall provide notification to each other of any emergency action taken under this Agreement as soon as is reasonably practicable.
- f. The Company shall indemnify the County against all actions, proceedings, claims, demands and costs suffered by the County to the extent that they are directly or indirectly attributable to damage caused by the Company, its employees, agents, contractors or subcontractors to the Haul Route Roads, but such indemnity shall not apply to the intentional acts or negligence of the County, its employees, agents, contractors or subcontractors. The Company's liability to the County shall be limited to direct damages and shall exclude other liability, including, without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise. Nothing in this Agreement shall be construed as a waiver to the County's defenses or protection that exist under the Colorado Governmental Immunity Act.
- g. No party shall be deemed to be in default with respect to non-performance if due to strikes, lockouts, fire, storm, acts of God or terrorists, or any other cause (whether similar or dissimilar to those enumerated) beyond its control; but lack of finances shall in no event be deemed to be cause beyond a party's' control.

10. **NOTICES.** All notices required to be given under the terms of this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

**County:** Washington County

Attention: \_\_\_\_\_ Washington County Road and

Bridge Manager Address:

E-Mail:

**Company:**

Either party may, from time to time, change its address for service by giving written notice to the other party. Any notice shall be deemed to have been given and received: if delivered personally (including by reputable overnight courier), on the day delivered; if sent by registered mail, on the fourth (4th) business day following the day it was posted; and if electronically transmitted, at the start of the next regular business day. In the case of postal disruptions, or an anticipated postal disruption, all notices to be given under this Agreement shall be electronically transmitted or delivered by hand (including a reputable overnight courier).

11. **ASSIGNMENT.** Except as otherwise provided herein, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, the Company shall be permitted without prior written consent of the County to (a) assign this Agreement to an Affiliate; (b) assign this Agreement to a public utility company; and (c) collaterally assign this Agreement to a financing party of the Company or an Affiliate. "Affiliate" shall mean and refer to any person or entity controlling, controlled by, or under common control with the Company.
12. **WAIVERS.** Failure by either party, at any time, to require strict performance by the other party of any provision of this Agreement will in no way affect the first party's rights hereunder to enforce such provision; nor will any waiver by either party of any breach be held to be a waiver of any succeeding breach or waiver of any other provision. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is in writing.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall insure to the benefit of and be binding upon the County and the Company and their respective successors and permitted assigns.
14. **TIME IS OF THE ESSENCE.** Time shall be of the essence of this Agreement.
15. **SEVERABILITY.** If any provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**IN WITNESS WHEREOF,** the parties hereto have executed and delivered this Agreement as of the date and year first above written.



Washington County

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_